

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
A Limited Liability Partnership
Including Professional Corporations
SHANNON Z. PETERSEN, Cal Bar No. 211426
SIEUN J. LEE, Cal Bar No. 311358
12275 El Camino Real, Suite 100
San Diego, California 92130-4092
Telephone: 858.720.8900
Facsimile: 858.509.3691
Email spetersen@sheppardmullin.com
slee@sheppardmullin.com

Attorneys for Defendant
SMARTBIZ BANK, N.A.

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

12 | MECHAUN SCOTT, individually,

13 Plaintiff,

14 || v.

15 THOMSON REUTERS
16 CORPORATION; SMARTBIZ BANK,
N.A., and DOES 1-10 inclusive,

Defendant(s).

Case No. 3:25-cv-04103-RS

**DEFENDANT SMARTBIZ BANK,
N.A.'S REQUEST FOR JUDICIAL
NOTICE IN SUPPORT OF ITS
MOTION TO COMPEL
ARBITRATION AND TO STAY
ACTION PENDING
ARBITRATION**

Date: August 14, 2025

Time: 1:30 p.m.

Ctr

Judge: Chief District Judge
Richard Seeborg

1 **THE HONORABLE COURT, THE PLAINTIFF, AND ALL**
 2 **INTERESTED PARTIES:**

3 Pursuant to Federal Rule of Evidence 201, a court is mandated to take judicial
 4 notice of adjudicative facts if requested by a party and supplied with the necessary
 5 information. The Court may judicially notice a fact that is not subject to reasonable
 6 dispute if it: (1) is generally known within the court's territorial jurisdiction; or (2)
 7 can be accurately and readily determined from sources whose accuracy cannot
 8 reasonably be questioned. Fed. R. Evid. 201(b).

9 Further, the Court may properly take judicial notice of matters in the public
 10 record, including "records and reports of administrative bodies" and websites. See
 11 *Lee v. City of Los Angeles*, 250 F.3d 668, 688–69 (9th Cir. 2001); *Wible v. Aetna*
 12 *Life Ins. Co.*, 375 F.Supp.2d 956, 965–66 (C.D. Cal. 2005) (taking judicial notice of
 13 various webpages and an opinion letter from the California Department of
 14 Insurance). Thus, Defendant SmartBiz Bank, N.A. respectfully requests that the
 15 Court take judicial notice of the following documents in support of its motion to
 16 compel arbitration:

17 1. The "Court Fee Schedule Summary" webpage, accessible through the
 18 U.S. District Court, Northern District of California's website at the following URL:
 19 <https://cand.uscourts.gov/about/clerks-office/court-fees/>, and attached hereto as
 20 **Exhibit A.**

21 2. The "Consumer Arbitration Minimum Standards" webpage, accessible
 22 through the JAMS Arbitration's website at the following URL:
 23 <https://www.jamsadr.com/consumer-minimum-standards/>, and attached hereto as
 24 **Exhibit B.**

25 3. The "Declaration in Support of Application for Waiver of Fees –
 26 Consumers," accessible through the JAMS Arbitration's website at the following
 27 URL: <https://www.jamsadr.com/files/uploads/documents/declaration-in-support-of-application-for-waiver-of-fees-consumers.pdf>, and attached hereto as **Exhibit C.**

1 Dated: July 29, 2025

2 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

3
4 By

5 /s/ Shannon Z. Petersen

6 SHANNON Z. PETERSEN

7 SIEUN J. LEE

8 Attorneys for Defendant
9 SMARTBIZ BANK, N.A.

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

Court Fee Schedule Summary

Effective date: December 1, 2023

Fees may be paid at the Clerk's Office by check, money order, or credit card; or online at [Pay.gov](#). Checks and money orders must be made out to: CLERK, U.S. DISTRICT COURT.

Filing Fees

Civil case (\$350.00 plus \$55.00 Administrative Fee)	\$405.00
Notice of appeal	\$605.00
Habeas corpus petition	\$5.00
Cuban LIBERTAD Filing Fee	\$7,202.00
Miscellaneous action (any document that is not related to a pending case or proceeding)	\$52.00

Note: If you are currently unable to afford any of the above fees, you may complete and submit an Application to Proceed In Forma Pauperis when you present your complaint to the Clerk's Office for filing.

Attorney Admission Fees

Attorney Admission	\$328.00
Attorney Admission <i>Pro Hac Vice</i>	\$328.00
Certificate of Good Standing	\$21.00

Power of Attorney (per attorney, per company)	\$52.00
---	---------

Document and Copy Fees

Certification fee (per document)	\$12.00
----------------------------------	---------

Exemplification fee (per document)	\$24.00
------------------------------------	---------

Letter of Verification of Naturalization	\$46.00
--	---------

Records search (per name or item)*	\$34.00
------------------------------------	---------

Electronic copy of a record that is not stored in CM/ECF	\$33.00
--	---------

Reproducing fee* (for any record or paper document whether from original documents.) – Fee per page:	\$0.50
--	--------

Printing fee* (for copies of any record or document accessed electronically at a public terminal in the courthouse.) – Fee per page:	\$0.10
--	--------

Audio recording (of a court proceeding) reproduction fee.*	\$34.00
--	---------

Fee to download an audio recording that is available through PACER	\$2.40
--	--------

Record Retrieval (FRC or National Archives)—First Box	\$70.00
---	---------

Each additional box	\$43.00
---------------------	---------

Electronic Record Retrieval (FRC) (Judiciary administrative fee \$11 plus FRC flat rate electronic retrieval fee \$9.90)	\$20.90
--	---------

FRC – Fee per page:	\$0.65
---------------------	--------

Issuance of an Apostille	\$50.00
--------------------------	---------

**The United States is required to pay these fees only if the record at issue is also available electronically.*

Miscellaneous Fees

Payment returned or denied for insufficient funds, or reversed due to a chargeback	\$53.00
--	---------

Appeal to a district judge from a misdemeanor judgment by a magistrate judge	\$41.00
--	---------

Petty offense charged on a federal violation notice	\$30.00
---	---------

Remote electronic access to court records (per page) via PACER or any federal court website.	\$0.10
--	--------

(Total fee per document will not exceed the fee for 30 pages except for transcripts of federal court proceedings and charges less than \$10 per quarter are waived.) Complete PACER billing information is available on the PACER website (pacer.uscourts.gov/pricing-how-pacer-fees-work)

Registration of Foreign Judgment	\$52.00
----------------------------------	---------

Fees are authorized by Title 28, USC, Sec. 1914 and Civil L.R. 11-1(d) and 11-3(c). Complete texts of federal court fee schedules are available at:

[USCourts.gov/FormsAndFees/Fees.aspx](https://uscourts.gov/formsandfees/fees.aspx)

EXHIBIT B



JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness

The JAMS Consumer Minimum Standards of Procedural Fairness have been updated, effective May 1, 2024. Standard No. 5 of the CMS now provides: “The consumer's access to arbitration must not be precluded by the location of the arbitration.”

Effective May 1, 2024

Minimum Standards for Arbitration Procedures

JAMS will administer arbitrations pursuant to mandatory pre-dispute arbitration clauses between companies and consumers¹ only if the contract arbitration clause and specified applicable rules comply with the following minimum standards of fairness:

1. The arbitration agreement must be reciprocally binding on all parties such that (a) if a consumer is required to arbitrate his or her claims or all claims of a certain type, the company is so bound; and (b) no party shall be precluded from seeking remedies in small claims court for disputes or claims within the scope of its jurisdiction.
2. The consumer must be given notice of the arbitration clause. Its existence, terms, conditions and implications must be clear.
3. Remedies that would otherwise be available to the consumer under applicable federal, state or local laws must remain available under the arbitration clause, unless the consumer retains the right to pursue the unavailable remedies in court.
4. The arbitrator(s) must be neutral, and the consumer must have a reasonable opportunity to participate in the process of choosing the arbitrator(s).
5. The consumer's access to arbitration must not be precluded by the location of the arbitration.
6. The clause or procedures must not discourage the use of counsel.
7. With respect to the cost of the arbitration, when a consumer initiates arbitration against the company, the only fee required to be paid by the consumer is \$250, which is approximately equivalent to current court filing fees. All other costs must be borne by the company, including any remaining JAMS Filing Fee, Case Management Fee and all professional fees for the arbitrator's services. When the company is the claiming party initiating an arbitration against the consumer, the company will be required to pay all costs associated with the arbitration.
8. In California, the arbitration provision may not require the consumer to pay the fees and costs incurred by the opposing party if the consumer does not prevail.
9. The arbitration provision must allow for the discovery or exchange of non-privileged

information relevant to the dispute.

10. An Arbitrator's Award will consist of a written statement stating the disposition of each claim. The award will also provide a concise written statement of the essential findings and conclusions on which the award is based.

¹ These standards are applicable where a company systematically places an arbitration clause in its agreements with individual consumers and there is minimal, if any, negotiation between the parties as to the procedures or other terms of the arbitration clause. A consumer is defined as an individual who seeks or acquires any goods or services, primarily for personal, family or household purposes, including the credit transactions associated with such purchases, or personal banking transactions. These standards do not apply to the use of arbitration in resolving disputes arising from commercial transactions between a lender and commercial borrowers or a company and commercial customers; other financial services such as investment transactions or real estate transactions; or to matters involving underinsured motorists. Nor do they apply if the agreement to arbitrate was negotiated by the individual consumer and the company.

(c) Copyright 2024 JAMS. All rights reserved.

Arbitration Resources

[What Is Arbitration?](#)

[Rules, Clauses, and Procedures](#)

[Discovery Protocols](#)

[Arbitrators Ethics Guidelines](#)

[Arbitration Forms](#)

[Virtual Arbitration FAQs](#)

EXHIBIT C



Declaration in Support of Application for Waiver of Fees – Consumers

In certain states (e.g. California, New Jersey), consumers with a gross monthly income of less than 300% of the federal poverty guidelines are entitled to a waiver of the arbitration fees. In those cases, the respondent must pay 100% of the fees.

NAME OF CONSUMER: _____

ADDRESS: _____

GROSS MONTHLY INCOME: _____

NUMBER OF PERSONS IN HOUSEHOLD: _____

I declare under penalty of perjury under the laws of the State of _____ that the foregoing is true and correct. Executed this _____ day of _____, 202_____, at
_____.

Signature of Consumer